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17 *Attorneys for Plaintiffs*

18 UNITED STATES DISTRICT COURT

19 CENTRAL DISTRICT OF CALIFORNIA

20 WB MUSIC CORP., BUT FATHER I) Case No:
21 JUST WANT TO SING MUSIC,)
22 HUNTERBORO MUSIC, UNIVERSAL) COMPLAINT FOR
23 POLYGRAM INTERNATIONAL) VIOLATIONS
24 PUBLISHING, INC., SONY/ATV TUNES) OF COPYRIGHT ACT
25 LLC, OBVERSE CREATION MUSIC,)
26 NICE HAIR PUBLISHING, PARTY) (17 U.S.C. §§ 101 et seq.)
27 ROCK MUSIC, YEAH BABY MUSIC,)
28 ESKAYWHY PUBLISHING, UH OH)
ENTERTAINMENT, DIVINE MILL)
MUSIC, FINGAZ GOAL MUSIC, EMI)
APRIL MUSIC INC., HI MOM I DID IT,)
CHEBRA MUSIC, and UNIVERSAL)
MUSIC CORP.,)
Plaintiffs,)
v.)
ROYCE INTERNATIONAL)
BROADCASTING CORPORATION,)
PLAYA DEL SOL BROADCASTERS,)
SILVER STATE BROADCASTING, LLC,)
GOLDEN STATE BROADCASTING,)
LLC, and EDWARD R. STOLZ, II,)
Defendants.)

1 Plaintiffs, by their undersigned attorneys, allege as follows:

2 1. This is a suit for copyright infringement under the United States
3 Copyright Act, Title 17 of the United States Code.

4 2. This Court has original and exclusive subject matter jurisdiction over
5 this action pursuant to 28 U.S.C. § 1338(a), and venue in this District is proper
6 pursuant to 28 U.S.C. § 1400(a).

7 3. Plaintiffs allege eleven (11) causes of action for willful copyright
8 infringement based on the Defendants' unauthorized public performances of
9 Plaintiffs' copyrighted musical compositions via radio broadcast. SCHEDULE A,
10 annexed to the Complaint, sets forth in summary form the allegations hereinafter
11 made with respect to the Plaintiffs, their copyrighted musical compositions, and
12 Defendants' acts of infringement.

13 **THE PARTIES**

14 4. The Plaintiffs named in Column 2 of Schedule A¹ are the owners of the
15 copyrights in the works listed in Column 3, and are properly joined in this complaint
16 under Rule 20 of the Federal Rules of Civil Procedure.

17 5. Defendant Royce International Broadcasting Corporation ("Royce
18 International") is a corporation organized under the laws of Nevada with offices at
19 73-733 Fred Waring Drive, Suite 201, Palm Desert, CA 02260.

20 6. Defendant Playa Del Sol Broadcasters ("Playa Del Sol") is a sole
21 proprietorship with offices at 73-733 Fred Waring Drive, Suite 201, Palm Desert, CA
22 92260. Playa Del Sol is the FCC licensee of radio station KRCK-FM, located in
23 Mecca, California.

24 7. Defendant Silver State Broadcasting LLC ("Silver State") is a limited
25 liability company organized under the laws of the state of Nevada with offices at 73-

27 ¹ All references to "columns" herein refer to the numbered columns set forth in the
28 annexed Schedule A.

1 733 Fred Waring Drive, Suite 201, Palm Desert, CA 02260. Silver State is the FCC
2 licensee of radio station KFRH-FM, located in North Las Vegas, Nevada.

3 8. Defendant Golden State Broadcasting LLC ("Golden State") is a limited
4 liability company organized under the laws of the state of Nevada with offices at 73-
5 733 Fred Waring Drive, Suite 201, Palm Desert, CA 02260. Golden State is the FCC
6 licensee of radio station KREV-FM (together with KRCK-FM and KFRH-FM the
7 "Royce Radio Stations"), located in Alameda, California.

8 9. Defendant Edward R. Stolz II ("Stolz") is an individual who resides
9 and/or does business in this District. According to the Royce Radio Stations' filings
10 with the Federal Communications Commission, Stolz is the president of defendant
11 Royce International, the sole proprietor of defendant Playa Del Sol, the president of
12 defendant Silver State, and the president of defendant Golden State.

13 10. Defendants Royce International and Stolz own, operate, maintain,
14 control, and/or manage the businesses conducted by Playa Del Sol, Silver State, and
15 Golden State.

16 **FACTS REGARDING THE OWNERSHIP**
17 **AND OPERATION OF RADIO STATION KRCK-FM**

18 11. Royce International, Stolz, and Playa Del Sol jointly operate radio
19 station KRCK-FM for commercial purposes. In connection with the operation of
20 KRCK-FM, Royce International, Stolz, and Playa Del Sol publicly perform musical
21 compositions, and/or cause musical compositions to be performed publicly, by
22 broadcast over KRCK-FM.

23 12. Royce International, Stolz, and Playa Del Sol jointly had, and still have,
24 the right and ability to supervise and control the activities undertaken in connection
25 with the operation of KRCK-FM, including the right and ability to supervise and
26 control the public performance of musical compositions by broadcast over KRCK-
27 FM.

13. Royce International, Stolz, and Playa Del Sol each derive a direct financial benefit from the public performance of musical compositions by broadcast over KRCK-FM.

**FACTS REGARDING THE OWNERSHIP
AND OPERATION OF RADIO STATION KFRH-FM**

14. Royce International, Stolz, and Silver State jointly operate radio station KFRH-FM for commercial purposes. In connection with the operation of KFRH-FM, Royce International, Stolz, and Silver State publicly perform musical compositions, and/or cause musical compositions to be performed publicly, by broadcast over KFRH-FM.

15. Royce International, Stoltz, and Silver State jointly had, and still have, the right and ability to supervise and control the activities undertaken in connection with the operation of KFRH-FM, including the right and ability to supervise and control the public performance of musical compositions by broadcast over KFRH-FM.

16. Royce International, Stoltz, and Silver State each derive a direct financial benefit from the public performance of musical compositions by broadcast over KFRH-FM.

**FACTS REGARDING THE OWNERSHIP
AND OPERATION OF RADIO STATION KREV-FM**

17. Royce International, Stolz, and Golden State jointly operate radio station KREV-FM for commercial purposes. In connection with the operation of KREV-FM, Royce International, Stolz, and Playa Del Sol publicly perform musical compositions, and/or cause musical compositions to be performed publicly, by broadcast over KREV-FM.

18. Royce International, Stolz, and Golden State jointly had, and still have, the right and ability to supervise and control the activities undertaken in connection with the operation of KREV-FM, including the right and ability to supervise and

1 control the public performance of musical compositions by broadcast over KREV-
2 FM.

3 19. Royce International, Stolz, and Golden State each derive a direct
4 financial benefit from the public performance of musical compositions by broadcast
5 over KREV-FM.

6 **PLAINTIFFS' OWNERSHIP OF VALID COPYRIGHTS**

7 20. The original musical compositions listed in Column 3 were created and
8 written by the persons named in Column 4.

9 21. The original musical compositions listed in Column 3 were published on
10 the dates stated in Column 5, and since the date of publication have been printed and
11 published in strict conformity with Title 17 of the United States Code.

12 22. The Plaintiffs named in each cause of action, including their
13 predecessors in interest, if any, complied in all respects with Title 17 of the United
14 States Code, secured the exclusive rights and privileges in and to the copyright of
15 each composition listed in Column 3, and received from the Register of Copyrights a
16 Certificate of Registration, identified as set forth in Column 6.

17 23. At the times of the acts of infringement complained of, the Plaintiffs
18 named in each cause of action were the owners of valid copyrights in the
19 compositions therein named.

20 **FACTS SPECIFIC TO DEFENDANTS' INFRINGEMENT OF**
21 **PLAINTIFFS' COPYRIGHTED MUSICAL COMPOSITIONS**

22 24. The Plaintiffs are all members of the American Society of Composers,
23 Authors, and Publishers ("ASCAP"), a membership association that represents,
24 licenses, and protects the public performance rights of its more than 550,000
25 songwriter, composer, and music publisher members.

26 25. Each ASCAP member grants to ASCAP a non-exclusive right to license
27 the performing rights in that member's copyrighted musical compositions, including
28 the right to perform those compositions via radio broadcast. On behalf of its

1 members, ASCAP licenses public performances of its members' musical works,
2 collects license fees from those authorized to give those performances, and distributes
3 royalties to its members, less ASCAP's operating expenses.

4 26. Currently, ASCAP licenses thousands of music users, including
5 thousands of commercial radio stations, whose owners wish to perform lawfully the
6 copyrighted musical compositions in the ASCAP repertory.

7 27. Defendants previously held ASCAP licenses for the Royce Radio
8 Stations by virtue of the fact that the stations were listed as "Bound Stations"
9 pursuant to either: (i) an order entered in the United States District Court for the
10 Southern District of New York ("SDNY") on November 17, 2004;² and/or (ii) an
11 order entered by the SDNY on January 30, 2012³ (together, the "Orders").

12 28. Despite the recurring efforts of ASCAP's representatives, the
13 Defendants repeatedly refused and/or failed to pay the required license fees owed
14 ASCAP as required by the Orders and the license agreements annexed to the Orders.

15 29. As a result, on August 21, 2012, ASCAP sent a letter to the Defendants
16 terminating their ASCAP licenses for the respective Royce Radio Stations.

17 30. Notwithstanding the termination of the ASCAP licenses for the Royce
18 Radio Stations, and despite numerous letters and other contacts by ASCAP
19 representatives informing the Defendants of their liability under the United States
20 Copyright Law, Defendants have continued to perform publicly ASCAP's members'
21 copyrighted music without permission during the hours that the Royce Radio Stations
22 have been on the air and broadcasting musical entertainment as part of their daily
23 programming.

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26 ² See *United States v. ASCAP, In re Application of Hicks Broad. of Ind., LLC, et al.*,
27 Civ. No. 13-95 (WCC) (S.D.N.Y. Oct. 15, 2004) (Connor, J.).

28 ³ See *In re Application of the Cromwell Group, Inc., et al. related to United States v.*
29 *ASCAP*, Civ. No. 10 CV 5210 (DLC) (MHD) (S.D.N.Y. Jan. 30, 2012) (Cote, J.).

1 31. Defendants on the dates specified in Column 7, and, upon information
2 and belief, at other times prior and subsequent thereto, infringed the copyright in each
3 composition named in Column 3 by giving public performances of the compositions
4 by broadcast over the Royce Radio Stations, and Defendants threaten to continue
5 such infringing performances.

6 32. The public performances identified in each cause of action were
7 unauthorized: neither Defendants, nor any of the Defendants' agents, servants, or
8 employees, nor any of the Radio Stations was licensed by, or otherwise received
9 permission from, any Plaintiff, or any agent, servant, or employee of any Plaintiff, to
10 give such performances.

11 **ADDITIONAL FACTS ESTABLISHING WILLFUL INFRINGEMENT**

12 33. In undertaking the conduct complained of in this action, Defendants
13 knowingly, intentionally, and willfully violated Plaintiffs' rights.

14 34. Defendant Stolz is an experienced radio station owner, having owned
15 multiple radio stations at least since the 1970s.

16 35. Given his nearly 40 years of involvement in the terrestrial radio
17 broadcast industry, Stolz is well aware that broadcasters cannot lawfully perform
18 copyrighted musical works via broadcast over commercial radio stations without the
19 permission of the owners of the copyrights in those works.

20 36. Nevertheless, Stolz – both individually and doing business as and
21 through Royce International, Playa Del Sol, Silver State, and Golden State –
22 repeatedly has infringed upon the public performance rights of songwriters,
23 composers, and music publishers (including many of ASCAP's members) by
24 broadcasting copyrighted musical works without permission via the Royce Radio
25 Stations.

26 37. ASCAP members previously have initiated copyright infringement
27 actions against Stolz (doing business as Royce International) on at least three separate
28

1 occasions, with each lawsuit arising out of conduct virtually identical to the conduct
 2 complained of in this action.

3 38. The first such infringement action,⁴ filed in 1981, resulted in the entry of
 4 a judgment against Stolz following his admission that he publicly performed certain
 5 musical compositions owned by ASCAP members, without authorization, by
 6 broadcast over radio station KWOD-FM, located in Sacramento California, and
 7 formerly owned, operated, and managed by Stolz.

8 39. Following resolution of the *Brockman Music* action, Stolz sought and
 9 obtained an ASCAP license for KWOD-FM, but consistently was delinquent in the
 10 payment of license fees. As a result, KWOD-FM's ASCAP license was terminated
 11 for default on November 5, 1985.

12 40. Notwithstanding the termination of the KWOD ASCAP license, Stolz
 13 continued to perform ASCAP's members' musical works publicly by broadcast over
 14 KWOD-FM. As a result, ASCAP members again initiated a copyright infringement
 15 action against Stolz. This second action,⁵ filed in 1986, was settled and dismissed in
 16 1988.

17 41. Following resolution of the *Raydiola Music* action, Stolz again sought
 18 and obtained an ASCAP license for KWOD-FM, and, again, consistently was
 19 delinquent in the payment of license fees. As a result, KWOD-FM's ASCAP license
 20 again was terminated for default on August 2, 2002.

21 42. Notwithstanding ASCAP's second termination of the KWOD-FM
 22 ASCAP license, Stolz continued to perform ASCAP's members' musical works
 23 publicly by broadcast over KWOD-FM. As a result, ASCAP members filed a third

24 ⁴ *Brockman Music, et al. v. Edward Royce Stolz, II, d.b.a. Royce International*

25 Broadcasting, Civil Action No. 81-561-PCW (E.D. Cal.) (the *Brockman Music*
 26 complaint was filed on August 14, 1981).

27 ⁵ *Raydiola Music, et al. v. Edward Royce Stolz, II, d.b.a. Royce International*
 28 *Broadcasting*, Civil Action No. S-86-217-EJG (E.D. Cal.) (the *Raydiola Music*
 28 complaint was filed on Feb. 24, 1986).

1 action against Stolz alleging copyright infringement. The third infringement action,⁶
 2 filed in 2003, was also settled and dismissed that same year. Soon after the
 3 settlement, Stolz, doing business as Royce International, sold KWOD-FM.

4 43. In 2012, Broadcast Music, Inc. ("BMI"), ASCAP's principal competitor,
 5 also sued Defendants for copyright infringement arising out of the unauthorized
 6 public performance of BMI's affiliates' copyrighted musical works by broadcast over
 7 the Royce Radio Stations.⁷ The BMI lawsuit against Defendants was settled in 2013.

8 44. As part of the settlement with BMI, Defendants consented to entry of a
 9 judgment against them in the event of an uncured default under the terms of the
 10 settlement with BMI. Defendants subsequently defaulted under the terms of the BMI
 11 agreement, and, on June 9, 2014, the United States District Court for the Northern
 12 District of California entered a judgment against Defendants ordering them to pay
 13 BMI and its affiliates damages in excess of \$200,000.00. See *BMI v. Royce*
 14 *International, Civil Action No. 3:12-cv-00166-SI* (N.D. Cal. Jun. 9, 2014) (Docket
 15 No. 98).

RELIEF SOUGHT BY PLAINTIFFS

17 45. The wrongful acts of the Defendants have caused and are causing great
 18 injury to the Plaintiffs, which damage cannot be accurately computed, and unless this
 19 Court restrains the Defendants from the further commission of such acts, Plaintiffs
 20 will suffer irreparable injury, for all of which Plaintiffs are without any adequate
 21 remedy at law. As such, Plaintiffs seek an injunction prohibiting Defendants from
 22 publicly performing, and/or causing or permitting the public performance of the
 23 aforementioned compositions, or any other composition in the ASCAP repertory, by

25 ⁶ *Jacklord Music, et al. v. Edward Royce Stolz, II, d.b.a. Royce International*
 26 *Broadcasting Company*, Civil Action No. S-03-0156 LKK (E.D. Cal.) (the Complaint
 in *Jacklord Music* was filed on January 27, 2003).

27 ⁷ *Broadcast Music, Inc., et al. v. Royce International Broadcasting Corp., et al.*, Civil
 28 Action No. 3:12-cv-00166-SI (N.D. Cal.).

1 broadcast over any radio station, including the Royce Radio Stations, owned,
2 controlled, operated, and/or managed by the Defendants.

3 46. Given Defendants' documented history as repeated copyright infringers,
4 and their clear and knowing disregard for Plaintiffs' valuable copyrights, Plaintiffs
5 seek a finding of willful infringement, and damages pursuant to 17 U.S.C.
6 §§ 504(c)(1)-(2) of not more than One Hundred Fifty Thousand Dollars
7 (\$150,000.00) nor less than Seven Hundred And Fifty Dollars (\$750.00) in each of
8 the 11 causes of action herein.

9 47. Given Defendants' documented history as repeated copyright infringers,
10 and their clear and knowing disregard for Plaintiffs' valuable copyrights, Plaintiffs
11 also seek an award of their full costs and fees, including their attorneys fees, incurred
12 as a result of bringing this action pursuant to 17 U.S.C. § 505.

13 WHEREFORE, Plaintiffs pray:

14 I. That Defendants and all persons acting under the direction, control,
15 permission or authority of Defendants be enjoined and restrained permanently from
16 publicly performing and/or causing or permitting the public performance of the
17 aforementioned compositions, or any other composition in the ASCAP repertory, by
18 broadcast over any radio station, including the Royce Radio Stations, owned,
19 controlled, operated, and/or managed by the Defendants unless and until they obtain
20 the requisite authorization.

21 II. That Defendants be decreed to pay such statutory damages for willful
22 infringement as to the Court shall appear just, as specified in 17 U.S.C. §§ 504(c)(1)-
23 (2), namely, not more than One Hundred Fifty Thousand Dollars (\$150,000.00) nor
24 less than Seven Hundred And Fifty Dollars (\$750.00) in each cause of action herein.

25 III. That Defendants be decreed to pay the costs of this action and that a
26 reasonable attorney's fee be allowed as part of the costs.

27 IV. For such other and further relief as may be just and equitable.

1 Dated: April 1, 2016

ARNOLD & PORTER, LLP

2 By: 

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4 AMIE L. MEDLEY
5 ERICA CONNOLLY

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Columns

Schedule A

1 Cause of Action	2 Plaintiff	3 Musical Composition	4 Writers	5 Date of Publication	6 Certificate of Registration Number	7 Date of Known Infringement
1.	WB MUSIC CORP. BUT FATHER, I JUST WANT TO SING MUSIC HUNTERBORO MUSIC	AIN'T IT FUN	Hayley Williams Taylor York	April 9, 2013	PA 1-854-435	December 31, 2014 KRCK-FM
2.	UNIVERSAL POLYGRAM INTERNATIONAL PUBLISHING, INC.	ANIMALS	Martijn Garritsen (p/k/a Martin Garrix)	June 17, 2013	PA 1-899-929	December 31, 2014 KRCK-FM
3.	SONY/ATV TUNES LLC OBVERSE CREATION MUSIC	DOO-WOP (THAT THING)	Lauryn Hill	August 25, 1998	PA 1-067-046	December 31, 2014 KRCK-FM
4.	NICE HAIR PUBLISHING	#SELFIE	Andrew Taggart	January 28, 2014	PA 1-891-231	December 31, 2014 KRCK-FM
5.	PARTY ROCK MUSIC YEAH BABY MUSIC ESKAYWHY PUBLISHING	PARTY ROCK ANTHEM	Peter Schroeder David Listenbee Stefan Gordy (p/k/a Redfoo) Skyler Gordy (p/k/a SkyBlu)	June 21, 2011	PA 1-824-164	December 29, 2014 KRCK-FM
6.	WB MUSIC CORP. BUT FATHER, I JUST WANT TO SING MUSIC HUNTERBORO MUSIC	STILL INTO YOU	Hayley Williams Taylor York	April 9, 2013	PA 1-854-435	December 3, 2014 KFRH-FM

1 Cause of Action	2 Plaintiff	3 Musical Composition	4 Writers	5 Date of Publication	6 Certificate of Registration Number	7 Date of Known Infringement
7.	UH OH ENTERTAINMENT DIVINE MILL MUSIC FINGAZ GOAL MUSIC	WIFEY	Eddie Berkeley Keir Gist Robert Lavalle Huggar (p/k/a RL Huggar)	June 20, 2000	PA 980-886	November 24, 2014 KFRH-FM
8.	EMI APRIL MUSIC INC.	WE FOUND LOVE	Calvin Harris	September 22, 2011	PA 1-879-462	November 24, 2014 KFRH-FM
9.	HI MOM I DID IT CHEBRA MUSIC ESKAYWHY PUBLISHING YEAH BABY MUSIC	SEXY AND I KNOW IT	George Robertson Erin Beck David Listenbee Kenny Oliver (p/k/a Audiobot) Skyler Gordy (p/k/a SkyBlu) Stefan Gordy (p/k/a Redfoo)	June 21, 2011	PA 1-824-164	November 24, 2014 KFRH-FM
10.	UNIVERSAL POLYGRAM INTERNATIONAL PUBLISHING, INC.	SWEET NOTHING	Florence Leontine Mary Welch Adam Richard Wiles (p/k/a Calvin Harris) Thomas Edward Percy Hull (p/k/a Kid Harpoon)	October 12, 2012	PA 1-825-020	November 20, 2014 KFRH-FM
11.	UNIVERSAL MUSIC CORP.	CAN'T GET YOU OUT OF MY HEAD	Robert B. Davis Cathy Dennis	October 1, 2001	PA 1-136-727	December 4, 2014 KREV-FM